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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **WESTERN DIVISION**

11 JOSUE HERNANDEZ, individually and  
12 on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 WM WHOLESALE, LLC d/b/a CAKE  
16 BRAND, a Delaware limited liability  
17 company,

Defendant.

Case No. 8:24-cv-02553-RGK-JDE

**STIPULATED PROTECTIVE  
ORDER**

18 Based on the Parties' Stipulation (Dkt. 84) and for good cause shown, the  
19 Court finds and orders as follows.

20 1. PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential,  
22 proprietary or private information for which special protection from public  
23 disclosure and from use for any purpose other than pursuing this litigation may be  
24 warranted. This Order does not confer blanket protections on all disclosures or  
25 responses to discovery and that the protection it affords from public disclosure and  
26 use extends only to the limited information or items that are entitled to confidential  
27 treatment under the applicable legal principles.  
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2           2.     GOOD CAUSE STATEMENT

3           This action is likely to involve trade secrets, customer and pricing lists and  
4 other valuable research, development, commercial, financial, technical and/or  
5 proprietary information for which special protection from public disclosure and  
6 from use for any purpose other than prosecution of this action is warranted. Such  
7 confidential and proprietary materials and information consist of, among other  
8 things, confidential business or financial information, information regarding  
9 confidential business practices, or other confidential research, development, or  
10 commercial information (including information implicating privacy rights of third  
11 parties), information otherwise generally unavailable to the public, or which may  
12 be privileged or otherwise protected from disclosure under state or federal statutes,  
13 court rules, case decisions, or common law. The disclosure of pricing histories and  
14 similar highly valuable trade secrets may allow competitors to direct sales efforts  
15 to the distributors and customers of the disclosing party.

16           Accordingly, to expedite the flow of information, to facilitate the prompt  
17 resolution of disputes over confidentiality of discovery materials, to adequately  
18 protect information the parties are entitled to keep confidential, to ensure that the  
19 parties are permitted reasonable necessary uses of such material in preparation for  
20 and in the conduct of trial, to address their handling at the end of the litigation, and  
21 serve the ends of justice, a protective order for such information is justified in this  
22 matter. It is the intent of the parties that information will not be designated as  
23 confidential for tactical reasons and that nothing will be so designated without a  
24 good faith belief that it has been maintained in a confidential, non-public manner,  
25 and there is good cause why it should not be part of the public record of this case.

26           3.     ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

27           The parties further acknowledge, as set forth in Section 14.3, below, that  
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1 this Stipulated Protective Order does not entitle them to file confidential  
2 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
3 be followed and the standards that will be applied when a party seeks permission  
4 from the court to file material under seal.

5       There is a strong presumption that the public has a right of access to judicial  
6 proceedings and records in civil cases. In connection with non-dispositive  
7 motions, good cause must be shown to support a filing under seal. See Kamakana  
8 v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v.  
9 Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v.  
10 Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
11 protective orders require good cause showing), and a specific showing of good  
12 cause or compelling reasons with proper evidentiary support and legal  
13 justification, must be made with respect to Protected Material that a party seeks to  
14 file under seal. The parties' mere designation of Disclosure or Discovery Material  
15 as CONFIDENTIAL does not— without the submission of competent evidence by  
16 declaration, establishing that the material sought to be filed under seal qualifies as  
17 confidential, privileged, or otherwise protectable—constitute good cause.

18       Further, if a party requests sealing related to a dispositive motion or trial,  
19 then compelling reasons, not only good cause, for the sealing must be shown, and  
20 the relief sought shall be narrowly tailored to serve the specific interest to be  
21 protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir.  
22 2010). For each item or type of information, document, or thing sought to be filed  
23 or introduced under seal, the party seeking protection must articulate compelling  
24 reasons, supported by specific facts and legal justification, for the requested  
25 sealing order. Again, competent evidence supporting the application to file  
26 documents under seal must be provided by declaration.

1 Any document that is not confidential, privileged, or otherwise protectable  
2 in its entirety will not be filed under seal if the confidential portions can be  
3 redacted. If documents can be redacted, then a redacted version for public viewing,  
4 omitting only the confidential, privileged, or otherwise protectable portions of the  
5 document, shall be filed. Any application that seeks to file documents under seal  
6 in their entirety should include an explanation of why redaction is not feasible.

7 4. DEFINITIONS

8 4.1 Action: “Action” refers to the case entitled Josue Hernandez v. WM  
9 Wholesale, LLC, Case No.: 8:24-cv-02553-RGK-(JDEx), pending in the United  
10 States District Court for the Central District of California, and includes all  
11 pleadings, motions, discovery, proceedings, hearings, trial, and any appeals arising  
12 from or related to this matter.

13 4.2 Challenging Party: a Party or Non-Party that challenges the  
14 designation of information or items under this Order.

15 4.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for  
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
18 the Good Cause Statement.

19 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
20 their support staff).

21 4.5 Designating Party: a Party or Non-Party that designates information  
22 or items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24 4.6 Disclosure or Discovery Material: all items or information, regardless  
25 of the medium or manner in which it is generated, stored, or maintained  
26 (including, among other things, testimony, transcripts, and tangible things), that  
27 are produced or generated in disclosures or responses to discovery.  
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1           4.7   Expert: a person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.

4           4.8   House Counsel: attorneys who are employees of a party to this  
5 Action. House Counsel does not include Outside Counsel of Record or any other  
6 outside counsel.

7           4.9   Non-Party: any natural person, partnership, corporation, association  
8 or other legal entity not named as a Party to this action.

9           4.10 Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm that  
12 has appeared on behalf of that party, and includes support staff.

13           4.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and  
15 their support staffs).

16           4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           4.13 Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
20 or demonstrations, and organizing, storing, or retrieving data in any form or  
21 medium) and their employees and subcontractors.

22           4.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24           4.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26           5.    SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
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1 Protected Material (as defined above), but also (1) any information copied or  
2 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
3 compilations of Protected Material; and (3) any testimony, conversations, or  
4 presentations by Parties or their Counsel that might reveal Protected Material.

5 Any use of Protected Material at trial shall be governed by the orders of the  
6 trial judge and other applicable authorities. This Order does not govern the use of  
7 Protected Material at trial.

8 6. DURATION

9 Once a case proceeds to trial, information that was designated as  
10 CONFIDENTIAL or maintained pursuant to this protective order used or  
11 introduced as an exhibit at trial becomes public and will be presumptively  
12 available to all members of the public, including the press, unless compelling  
13 reasons supported by specific factual findings to proceed otherwise are made to  
14 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81  
15 (distinguishing “good cause” showing for sealing documents produced in  
16 discovery from “compelling reasons” standard when merits-related documents are  
17 part of court record). Accordingly, the terms of this protective order do not extend  
18 beyond the commencement of the trial.

19 7. DESIGNATING PROTECTED MATERIAL

20 7.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under  
22 this Order must take care to limit any such designation to specific material that  
23 qualifies under the appropriate standards. The Designating Party must designate  
24 for protection only those parts of material, documents, items or oral or written  
25 communications that qualify so that other portions of the material, documents,  
26 items or communications for which protection is not warranted are not swept  
27 unjustifiably within the ambit of this Order.  
28

1 Mass, indiscriminate or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber the case development process or to  
4 impose unnecessary expenses and burdens on other parties) may expose the  
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that  
7 it designated for protection do not qualify for protection, that Designating Party  
8 must promptly notify all other Parties that it is withdrawing the inapplicable  
9 designation.

10 7.2 Manner and Timing of Designations. Except as otherwise provided in  
11 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
12 that qualifies for protection under this Order must be clearly so designated before  
13 the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
19 contains protected material. If only a portion of the material on a page qualifies for  
20 protection, the Producing Party also must clearly identify the protected portion(s)  
21 (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for  
23 inspection need not designate them for protection until after the inspecting Party  
24 has indicated which documents it would like copied and produced. During the  
25 inspection and before the designation, all of the material made available for  
26 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
27 identified the documents it wants copied and produced, the Producing Party must  
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1 determine which documents, or portions thereof, qualify for protection under this  
2 Order. Then, before producing the specified documents, the Producing Party must  
3 affix the “CONFIDENTIAL legend” to each page that contains Protected  
4 Material. If only a portion of the material on a page qualifies for protection, the  
5 Producing Party also must clearly identify the protected portion(s) (e.g., by  
6 making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party  
8 identifies the Disclosure or Discovery Material on the record, before the close of  
9 the deposition all protected testimony.

10 (c) for information produced in some form other than documentary  
11 and for any other tangible items, that the Producing Party affix in a prominent  
12 place on the exterior of the container or containers in which the information is  
13 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
14 information warrants protection, the Producing Party, to the extent practicable,  
15 shall identify the protected portion(s).

16 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive  
18 the Designating Party’s right to secure protection under this Order for such  
19 material. Upon timely correction of a designation, the Receiving Party must make  
20 reasonable efforts to assure that the material is treated in accordance with the  
21 provisions of this Order.

22 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37-1 et seq.  
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1           8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
2 joint stipulation pursuant to Local Rule 37-2.

3           8.4 The burden of persuasion in any such challenge proceeding shall be  
4 on the Designating Party. Frivolous challenges, and those made for an improper  
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6 parties) may expose the Challenging Party to sanctions. Unless the Designating  
7 Party has waived or withdrawn the confidentiality designation, all parties shall  
8 continue to afford the material in question the level of protection to which it is  
9 entitled under the Producing Party's designation until the Court rules on the  
10 challenge.

11           9. ACCESS TO AND USE OF PROTECTED MATERIAL

12           9.1 Basic Principles. A Receiving Party may use Protected Material that  
13 is disclosed or produced by another Party or by a Non-Party in connection with  
14 this Action only for prosecuting, defending or attempting to settle this Action.  
15 Such Protected Material may be disclosed only to the categories of persons and  
16 under the conditions described in this Order. When the Action has been  
17 terminated, a Receiving Party must comply with the provisions of section 15  
18 below (FINAL DISPOSITION).

19           Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.

22           9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:

26           (a) the Receiving Party's Outside Counsel of Record in this Action,  
27 as well as employees of said Outside Counsel of Record to whom it is reasonably  
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1 necessary to disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel)  
3 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this Action  
11 and who have signed the “Acknowledgment and Agreement to Be Bound”  
12 (Exhibit A);

13 (g) the author or recipient of a document containing the information  
14 or a custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses, in  
16 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
17 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
18 they will not be permitted to keep any confidential information unless they sign  
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
20 agreed by the Designating Party or ordered by the court. Pages of transcribed  
21 deposition testimony or exhibits to depositions that reveal Protected Material may  
22 be separately bound by the court reporter and may not be disclosed to anyone  
23 except as permitted under this Stipulated Protective Order; and

24 (i) any mediators or settlement officers and their supporting  
25 personnel, mutually agreed upon by any of the parties engaged in settlement  
26 discussions.

1           10.   PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2                   PRODUCED IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6                   (a) promptly notify in writing the Designating Party. Such  
7 notification shall include a copy of the subpoena or court order;

8                   (b) promptly notify in writing the party who caused the subpoena or  
9 order to issue in the other litigation that some or all of the material covered by the  
10 subpoena or order is subject to this Protective Order. Such notification shall  
11 include a copy of this Stipulated Protective Order; and

12                   (c) cooperate with respect to all reasonable procedures sought to be  
13 pursued by the Designating Party whose Protected Material may be affected. If the  
14 Designating Party timely seeks a protective order, the Party served with the  
15 subpoena or court order shall not produce any information designated in this  
16 action as “CONFIDENTIAL” before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

22  
23           11.   A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO  
24                   BE PRODUCED IN THIS LITIGATION

25                   (a) The terms of this Order are applicable to information produced by  
26 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
27 information produced by Non-Parties in connection with this litigation is protected  
28 by the remedies and relief provided by this Order. Nothing in these provisions

1 should be construed as prohibiting a Non-Party from seeking additional  
2 protections.

3 (b) In the event that a Party is required, by a valid discovery request,  
4 to produce a Non-Party's confidential information in its possession, and the Party  
5 is subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party  
8 that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court  
16 within 14 days of receiving the notice and accompanying information, the  
17 Receiving Party may produce the Non-Party's confidential information responsive  
18 to the discovery request. If the Non-Party timely seeks a protective order, the  
19 Receiving Party shall not produce any information in its possession or control that  
20 is subject to the confidentiality agreement with the Non-Party before a  
21 determination by the court. Absent a court order to the contrary, the Non-Party  
22 shall bear the burden and expense of seeking protection in this court of its  
23 Protected Material.

24 12. UNAUTHORIZED DISCLOSURE OF PROTECTED  
25 MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has  
27 disclosed Protected Material to any person or in any circumstance not authorized  
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1 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
2 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
3 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
4 the person or persons to whom unauthorized disclosures were made of all the  
5 terms of this Order, and (d) request such person or persons to execute the  
6 “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit A.

7 13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
8 OTHERWISE PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal  
12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
13 whatever procedure may be established in an e-discovery order that provides for  
14 production without prior privilege review. Pursuant to Federal Rule of Evidence  
15 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
16 of a communication or information covered by the attorney-client privilege or  
17 work product protection, the parties may incorporate their agreement in the  
18 stipulated protective order submitted to the court.

19 14. MISCELLANEOUS

20 14.1 Right to Further Relief. Nothing in this Order abridges the right of  
21 any person to seek its modification by the Court in the future.

22 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order, no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.  
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1           14.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
3 may only be filed under seal pursuant to a court order authorizing the sealing of  
4 the specific Protected Material. If a Party's request to file Protected Material under  
5 seal is denied by the court, then the Receiving Party may file the information in  
6 the public record unless otherwise instructed by the court.

7           15. FINAL DISPOSITION

8           After the final disposition of this Action, as defined in paragraph 6, within  
9 60 days of a written request by the Designating Party, each Receiving Party must  
10 return all Protected Material to the Producing Party or destroy such material. As  
11 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
12 compilations, summaries, and any other format reproducing or capturing any of  
13 the Protected Material. Whether the Protected Material is returned or destroyed,  
14 the Receiving Party must submit a written certification to the Producing Party  
15 (and, if not the same person or entity, to the Designating Party) by the 60-day  
16 deadline that (1) identifies (by category, where appropriate) all the Protected  
17 Material that was returned or destroyed and (2) affirms that the Receiving Party  
18 has not retained any copies, abstracts, compilations, summaries or any other  
19 format reproducing or capturing any of the Protected Material. Notwithstanding  
20 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
21 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
22 correspondence, deposition and trial exhibits, expert reports, attorney work  
23 product, and consultant and expert work product, even if such materials contain  
24 Protected Material. Any such archival copies that contain or constitute Protected  
25 Material remain subject to this Protective Order as set forth in Section 6  
26 (DURATION).


27       ///

1           16.    VIOLATION

2           Any violation of this Order may be punished by appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4           **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

5  
6 Dated: July 24, 2025\_\_

  
\_\_\_\_\_  
JOHN D. EARLY  
United States Magistrate Judge

**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

JOSUE HERNANDEZ, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

WM WHOLESALE, LLC d/b/a CAKE  
BRAND, a Delaware limited liability  
company,

Defendant.

Case No. 8:24-cv-02553-RGK-JDE

**ACKNOWLEDGEMENT AND  
AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, being duly sworn, state that:

1. My address is \_\_\_\_\_

\_\_\_\_\_.

2. My present employer is \_\_\_\_\_ and the  
address of my present employment is \_\_\_\_\_

\_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_

\_\_\_\_\_.

4. I have carefully read and understood the provisions of the Discovery  
Confidentiality Order in this case signed by the Court, and I will comply with all  
provisions of the Discovery Confidentiality Order.

5. I will hold in confidence and not disclose to anyone not qualified  
under the Discovery Confidentiality Order any Confidential Material or any

STIPULATED PROTECTIVE ORDER

CASE NO. 8:24-cv-02553-RGK-JDE 1



1 words, summaries, abstracts, or indices of Confidential Information disclosed to  
2 me.

3 6. I will limit use of Confidential Material disclosed to me solely for  
4 purposes of this action.

5 7. No later than the final conclusion of the case, I will return all  
6 Confidential Material and summaries, abstracts, and indices thereof which come  
7 into my possession, and documents or things which I have prepared relating thereto,  
8 to counsel for the party for whom I was employed or retained.

9  
10 I declare under penalty of perjury that the foregoing is true and correct.  
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12  
13 Dated: \_\_\_\_\_

14 [Name]  
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